

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 51
2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 02-Aug-2016	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY HQ USSOCOM ATTN: SORDAC-K 7701 TAMPA POINT BLVD TAMPA FL 33621-5323	CODE H92237	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. H92276-16-R-0001	
		X	9B. DATED (SEE ITEM 11) 14-Jul-2016	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
The purpose of the amendment is to a) change the period of mobilization from 31 days to 60 days b) Remove a sentence concerning the Quality Control plan from the PWS at 5.5.1 c) Change the Past Performance due date to 12 August 2016				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL: _____ EMAIL: _____		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 02-Aug-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0002

The CLIN extended description has changed from:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 31 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN.

To:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 60 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN..

CLIN 0003

The CLIN extended description has changed from:

Blade hours for both (2) primary aircraft identified in Attachment 1, Aircraft Identification Table, in direct support of this contract in accordance with the PWS. Blade hours shall be reported and billed in hours and tenths of hours. Hours of orientation flights are not billable against this CLIN. The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 31 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN.

To:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 60 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN..

CLIN 1002

The CLIN extended description has changed from:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance consist of three (3) months commencing immediately after the exercise of the option. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN.

To:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 60 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN..

CLIN 2003

The CLIN extended description has changed from:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision required to perform services. All work is to be completed in accordance with attached Performance Work Statement Paragraphs 1.2.7 and 1.7.5, and the specifications and clauses contained herein. The stated quantity is an estimate of required blade hours for the noted period of performance. The scope of this contract allows additional blade hours (or less blade hours), not to exceed 150% of the stated quantity, to meet mission requirements. The period of performance is approximate; it will consist of three (3) months commencing immediately after the end of the first option period. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN.

To:

The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision and other items and non-personal services necessary to perform safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue in accordance with attached Performance Work Statement and the specifications and clauses contained herein. The period of performance will consist of six (6) months commencing 60 days after contract award. NOTE: IAW FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act), is required. Price will include DBA Insurance and not be included as a separate CLIN..

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

PWS

PERFORMANCE WORK STATEMENT

Non-Standard Rotary Wing Air Support, North and West Africa Region

29 July, 2016

1. DESCRIPTION AND SCOPE OF SERVICES.

1.1. **Scope of Contract.** The Contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary to manage and perform safe Non-Standard Rotary-Wing Transport/Personnel Recovery (PR)/CASEVAC/Search and Rescue (SAR) services within/through remote locations with austere services in the country of Niger and bordering or nearby countries including Mali, Algeria, Libya, Tunisia, Chad, Cameroon, Nigeria, Benin, Mauritania, Senegal, and Burkina Faso. For the purposes of this PWS, the countries noted in the previous sentence are considered the North and West Africa Area of Operations, and will be referred to henceforth as the Area of Responsibility or "AOR." The Contractor shall be prepared to operate in, and up to, a hostile environment, but will not be engaged in active fighting. The Contractor shall provide safe Rotary-Wing Transport/Personnel Recovery/CASEVAC/Search and Rescue of designated Partnered Nation Forces (PNFs) and/or U.S. Government personnel (also referred to as "Government"), as well as transport of PNF or Government equipment/cargo/supplies (to include weapons and ammunition) throughout the noted AOR. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn, is responsible to the U.S. Government.

1.1.1. The Contractor shall provide, operate, maintain, and fuel two (2) rotary-wing aircraft based in the main basing location in Niger and be capable of operating throughout the AOR sufficient to meet the requirements identified herein.

1.1.2. The Contractor shall provide two rotary wing aircraft sufficient to meet the requirements of the PWS. The rotary wing aircraft shall meet the combined capability of transporting up to 8 personnel weighing 350 pounds each to include their personnel protective gear and associated weapons with basic ammunition load. The rotary wing aircraft must be able to carry 4,000 pounds of internal cargo each. The Contractor must have an exemption waiver in coordination with local governments, if necessary, to the carriage of weapons regulation ICAO Annex 18, para. 10.7.1.2.

1.1.3. The Contractor shall provide a minimum of 50 and a maximum of 100 flying hours per month per aircraft and shall not exceed 200 combined total flying hours per month without Contracting Officer approval. Each aircraft will be expected to fly no more than ten (10) hours of flight time per day during day-light and nighttime hours and flights may be scheduled any day, including weekends. Flight missions are intended to originate and terminate at the main basing location on the same day; however, mission requirements may require different points of origination and termination. Aircraft must be able to forward stage/operate/re-supply for 10 to 14 days in support of operations. Operations originating from the main basing location in Niger are generally 80% of the workload with the balance of 20% at forward bases.

1.2. Service-Related Details.

1.2.1. **Mission Planning.** A schedule of missions for the week may be given to the Contractor, if feasible. Routine missions will be scheduled at least seventy-two (72) hours in advance, unless otherwise agreed to by Contractor and Contracting Officer's Representative (COR). Aircraft routes, altitudes, airspeeds, country clearances and weather/airspace restrictions are in accordance with the applicable aviation authorities for the Country Airspace being utilized. At least four (4) hours prior to departure, a flight plan, to include: call sign, radio frequency, flight route and time, must be filed with the designated U.S. Government personnel. The Government may suggest routes based on mission requirements, but the Contractor is solely responsible for the eventual route taken. When planning missions, the Contractor will consider elevations and distances. The Contractor shall use a flight radius of 150 miles for planning purposes. Weather and aircraft maintenance will be considered when scheduling missions. Each aircraft shall be expected to fly no more than ten (10) hours of flight time per day during daylight and nighttime (see paragraph 1.4) hours. Hours calculated are based on Federal Aviation Regulation 1.1, "where an aircraft operates under its own power for the purpose of flight and ending when the aircraft comes to rest after landing." Aircraft shall be available to schedule any day of the week including weekends. Routine missions are expected to originate and terminate within the same day. With prior Government approval, the Contractor may be authorized to remain

overnight (RON) at other locations due to weather, maintenance, or non-routine missions. See paragraph 4.5 of this PWS for the Government-provided services in regards to mission planning.

1.2.1.1. Weather. The Contractor shall assess the current situation (weather, Intel, NOTAMS, terrain, crew experience, and tactical situation) prior to launch to make an accurate risk assessment of each flight. The Contractor shall keep the risk assessments on file for one (1) year. Weather delays must be coordinated and approved by the COR. The Contractor should return to the point of origin (hub) or nearest safe location until the weather improves. Missions or mission legs not completed due to poor weather will be rescheduled at the soonest opportunity to finish the mission. Aircraft are to operate in accordance with Federal Aviation Regulations (FAR) 133 and 135 and associated DoD and Department of the Army (DA) rules and regulations. (see para. 1.2.12.)

1.2.2. Communication Requirements. Helicopters shall be equipped with UHF, VHF, FM two-way radios (frequency range 30-400 MHz), and SATCOM antennae connection(s) to allow for communication with Government personnel in the area. The Contractor shall provide aircraft equipped with capability to plug in SATCOM (Harris type systems) equipment with a SATCOM antenna. The Government will provide SATCOM equipment to the Contractor for use during the performance of this contracted effort.

1.2.3. Emergency Missions. In rare situations, the Contractor may be required to fly a mission with less than 24 hours' notice. If an emergency mission arises, contact will be initiated by the COR and replace the scheduled mission for that day. In the event of an emergency mission, it will be imperative to file a flight plan as soon as possible either telephonically or by e-mail, and to contact the destination Forward Operating Base (FOB) and inform of approximate arrival time and flight plan. Contractor's Project Manager or an alternate shall be available 24/7 via phone contact in case of emergencies and to coordinate any issues. Aircrews and aircraft must be prepared to deploy to another location within 40 hours of notification by the Government.

1.2.4. Alert Status. Contractor shall provide aircrews sufficient to support an alert posture on mission days with a four (4)-hour response time to the first point of operation. Normal alert posture is N+1:00 adjustable to N+0:30 for a timeframe not to exceed eight (8) hours. The Government's intent to have two aircraft operational 24 hours a day/7 days a week. There are times where the Government may require simultaneous PR/CASEVAC/SAR, cargo, passenger, and/or missions requiring use of both aircraft. The Contractor shall be prepared at all times to meet the needs of the Government's requirement. A mission day is defined as any day that aircraft are available for tasking (other than scheduled/non-scheduled maintenance days) and may consist of scheduled missions or crews/aircraft may be placed into an alert posture as described above.

1.2.5. Landing zones can consist of any open area with an 80 foot diameter clearing free of trees, brush, and other obstacles that the pilot deems safe to land in. Most landing zones will be in proximity to an established airfield. If the Government personnel or COR are recommending an area not already used or identified as a landing zone, they will provide the Contractor coordinates for the location being suggested along with Google map (or other such provider) photos of the area so the Contractor can make a reasonable estimate to determine if they can support operations to that location. Missions may also be scheduled to unimproved locations. The Contractor will be provided with longitude and latitude and/or a 10 digit grid coordinate of all mission destinations prior to departure.

1.2.6. The Contractor shall coordinate directly with the appropriate Government personnel or the COR on the ground in Niger regarding rotary-wing airlift and mission requirements to forward operation positions. The Contractor will provide a flight plan to the appropriate Government personnel on location and the Government personnel will coordinate all necessary country clearance requests in accordance with host nation regulations.

1.2.7. Contractors will only be paid for blade hours flown in support of missions as assigned by HQ USAFRICOM or their designated representative/supporting activities. Blade hours are calculated from the moment rails are off the ground at the hub until the rails touch the ground at the hub at completion of a mission. Contractor flights not directed by the Government are non-billable, e.g., flight to return to the Contractor's home base.

1.2.8. Aircraft routes, altitudes, airspeeds, country clearances, and weather/airspace restrictions are in accordance with the applicable aviation authorities for the country airspace being utilized.

1.2.9. Flying in Controlled Airspace. All contract flights shall fly over established airways, domestic or international, and in controlled airspace. Exceptions may be made to this requirement where it is impractical to follow airways or fly in controlled airspace, provided airways are intersected at the first practical point and departed at the last practical navigational fix near destination, or when area controller-established airways do not exist within a flight information region.

1.2.10. Aircraft are not to land in areas where there is active fighting. Only after the Task Force Commander has declared an area "CLEAR" will the Contractor resume normal operations into an area where active fighting recently occurred.

1.2.11. Insurance. The Contractor will maintain minimum coverage, as defined in 14 CFR 205.5, for bodily injury to or death of a person, and for damage to the property of others, resulting from the carrier's operation or maintenance of aircraft.

1.2.12. Regulations. Aircraft are to operate in accordance with Federal Aviation Regulations (FAR) 133 and 135 and comply with all requirements pertaining to air carriers in DoD Directive 5030.61, DoD Airworthiness Policy, dated 25 June 2015, the Department of Defense (DoD) Instruction Number 4500.53, DoD Commercial Air Transportation Quality and Safety Review Program, dated 20 October 2008, incorporating change one dated 2 December, 2010, as well as the "Fly America Act," which can be found at FAR 47.4, Air Transportation by U.S. Flag Carriers. NOTE: Any changes or updates to the aforementioned documents are hereby referenced and applicable per this paragraph. Contractor shall comply with all Federal Aviation Administration (FAA) requirements or equivalent Civil Aviation Authority (CAA) requirements, and with all DoD additional standards as published on the following web site: <http://www.amc.af.mil/library/businesscustomers.asp>.

1.3. **Rotary Wing Requirements.** The following minimum criteria shall be met by all helicopters offered for service under this agreement:

1.3.1. Aircraft Inspection. The Government reserves the right to inspect helicopters, maintenance records, and employee records at any time. Contractor shall provide such documentation immediately upon request in accordance with provisions in this PWS. The Contractor will make available, at the Contracting Officer's or COR's request, a copy of each helicopter's maintenance history.

1.3.2. Condition. Every helicopter shall be certified as airworthy by trained and certified mechanics that meet industry maintenance standards/requirements for that specific airframe. Airworthy certificates shall be made available to the Government upon request. Preventive Maintenance service schedules for helicopters shall conform to manufacturer's recommended servicing intervals. The Government is entitled to perform an independent assessment of the condition of any contract helicopter at any time. The Government may also request that an independent assessment of any helicopter used in performance on this contract be conducted at the Government's expense.

1.3.3. Safety. Each helicopter shall meet, at a minimum, United States aviation safety requirements as established by the Federal Aviation Administration (FAA), Federal Aviation Regulation (FAR) 133 and 135 or equivalent Civil Aviation Authority (CAA) regulation and applicable DoD and Department of the Army (DA) rules and regulations. It is the Contractor's responsibility to ensure additional survival equipment appropriate for the environment and mission meets or exceeds FAR Part 133 and 135 or equivalent CAA regulation. Contractor shall operate under Visual Flight Rules (VFR).

1.3.4. DoD Approval and Additional Standards. The Contractor operating the aircraft shall be an approved DoD air carrier, as determined by HQ AMC/A3B and the Civil Airlift Review Board (CARB), and shall maintain this approval/certification throughout the performance of this contract. The Contractor shall comply with all FAA requirements or equivalent CAA requirements, and with all DoD additional standards as published on the following web site: <http://www.amc.af.mil/library/businesscustomers.asp>

1.3.5. The Contractor will have the capability and proficiency to fly and land in austere environments. This will include takeoff and landing on small landing zones and rapidly changing weather conditions, as well as insertion and

extraction at night. The Contractor shall have the capability and proficiency to fly and land in a desert environment. Each aircraft should have the capacity to transport 8 personnel weighing 350 pounds each to include their personnel protective gear to include their weapons with basic ammo load. The Contractor must have an exemption waiver in coordination with local governments, if necessary, to the carriage of weapons regulation International Civil Aviation Organization ICAO Annex 18, para. 10.7.1.2. Each aircraft must be able to carry 4000 pounds of internal cargo. The internal cargo may be any combination of personnel and cargo not to exceed 4000 pounds for each aircraft.

1.3.5.1. The Contractor shall have the ability to conduct re-supply while at a hover, i.e., pushing out a small pallet or large bag (24"x36"x42"; about 500lbs) consisting of supplies and equipment. The Contractor shall provide an option to conduct sling load re-supply. All aircraft will be equipped with a cargo hook (see 1.3.6.2). At least one aircraft per mission day will be fitted with a hoist for use in CASEVAC operations. (see 1.3.6.3)

1.3.6. Aircraft Equipment. All helicopters will maintain serviceable first aid kits, fire extinguishers, and all aviation life support equipment required to be maintained on helicopters in accordance with applicable FAA, DoD, CAA (if applicable) and/or DA standards. The aforementioned items shall be inspected for serviceability in accordance with manufacturer's inspection/serviceability instructions. Documentation of the inspection shall be provided to the COR or designated Government representative within 10 calendar days of the inspection. The Operator shall use a commercially procured Global Positioning Satellite (GPS) flight following tracking system. Aircraft shall be equipped with an Emergency Locator Transmitter (ELT) compatible with the theater and users search and rescue capabilities and weather detection capable radar. The Contractor shall ensure each aircraft has a satellite mobile phone in case of an emergency landing outside of a secure area. Line of sight radio(s) are provided in each aircraft. The Government will provide SATCOM equipment per para. 1.2.2.

1.3.6.1. The Contractor is required to maintain the capability to fly at night with the use of night vision goggles (NVGs) as a mission-capable performance requirement for this contract. The Contractor can anticipate night vision to be utilized approximately 20% of the time on each aircraft. However, if the mission dictates, the time anticipated will increase. The Contractor must have the capability to perform these requirements on two (2) aircraft if they are flying at same time. Therefore the Contractor must possess two (2) of each piece of equipment required, plus one spare. If the equipment is not necessary for the directed mission that day or night, the equipment is not required to be on board the aircraft. Additionally the Contractor shall be able to land and take off at night from unlit airfields using Contractor-provided night vision devices. The Contractor shall have and maintain current night vision certification, by the US FAA throughout the life of the contract, to be able to land and take off at night from unlit airfields using Contractor-provided night vision devices.

1.3.6.2. Cargo Hook. All aircraft will be equipped with an operational cargo hook. In the event a cargo hook becomes inoperable, the aircraft will be listed as NMC on the daily SITREP and detail 'cargo hook inoperability' as the reason. Each day the cargo hook is inoperable, the daily basing fee for that aircraft will be reduced by 20%. If a cargo hook becomes FMC after 0800, 20% of the daily basing fee for that aircraft for that day will be deducted unless the Government is able to utilize the cargo hook on that aircraft before all flying/missions are completed for the day (see para. 1.7.2. on how mission capability readiness is calculated).

1.3.6.3. At least one aircraft to be fitted with a hoist to be used for PR/CASEVAC/SAR operations. Aircraft will be equipped with an operational hoist. In the event a hoist becomes inoperable, the aircraft will be listed as NMC on the daily SITREP and detail 'hoist inoperability' as the reason. Each day the hoist is inoperable, the daily basing fee for that aircraft will be reduced by 20%. If a hoist becomes FMC after 0800, 20% of the daily basing fee for that aircraft for that day will be deducted unless the Government is able to utilize the hoist on that aircraft before all flying/missions are completed for the day (see para. 1.7.2. on how mission capability readiness is calculated).

1.3.7. Aircraft Markings. Authorized marking on all helicopters shall be Contractor's name on each side as well as required markings, such as tail numbers. Other identifying markings are not allowed and shall be removed. Aircraft shall not be painted in a color that is close to military colors and paint schemes. A conservative, predominantly white, civilian-style paint scheme is preferred.

1.3.8. Payloads. Variations in payload on a mission by mission basis may be required due to changes in altitude and weather. All variations must be approved and accepted by the COR prior to mission execution.

1.3.9 Forward-area refueling point (FARP) operations. The Contractor shall conduct safe forward area refueling, staging, and sustainment. Contractor shall be able to operate away from home station for up to two weeks at a time. FARP operations plans shall meet standards as set forth in applicable US Army Regulations.

1.4. PR/CASEVAC/SAR Airlift Service

1.4.1. The Contractor shall provide, operate, maintain, and fuel (2) Rotary Wing aircraft based in Niger in accordance with US FAA 135.

1.4.2. The aircraft shall be operated and maintained entirely by contract personnel.

1.4.3. The Contractor shall obtain and/or maintain blanket over flight clearances for all countries within the area of operations for the duration of the contract. Copies of these flight clearances shall be provided to the COR.

1.4.4 The main base of operations is an austere forward operating location with no scheduled air carrier/cargo service.

1.5. Personnel Requirements.

1.5.1. All aircrew and the site manager(s)/Project Manager(s) performing under this contract are required to possess a Secret-level US security clearance in order to receive threat briefings. The threat briefings are necessary to ensure safe mission planning and mission execution for passenger operations. The site manager shall have previous experience in the U.S. military at the grade of O-4/CW-4 or higher with commensurate professional military education. The Project Manager shall have a Bachelor's degree and a minimum of 10 years of experience managing projects in the \$5-\$15M range. All Contractor personnel are required to speak English in a fluent and coherent manner. In addition, all Contractor personnel must be able to read maps, and understand and follow GPS coordinates.

1.5.2. The Contractor shall obtain any necessary personnel training, certifications, visas, etc., to operate the aircraft in the noted AOR.

1.5.3. The Contractor shall be responsible for the routine rotation of Contractor personnel for employment at the operating site(s) to be executed with Contractor resources. The Contractor shall prepare a personnel contingency evacuation plan from each operating location for its personnel. The Government may, at its discretion, assist if resources and time are available.

1.5.4. The Contractor shall notify the Contracting Officer and COR within twenty-four (24) hours of the employment and termination of any Contractor personnel by providing an updated list of personnel which includes, at a minimum, the following information: name (last, first, middle initial), primary position title, level of investigation/security clearance and date of approval, and date of on-site employment or termination. The Contractor is responsible for providing all documentation required to support processing of a letter of authorization or other required new personnel actions (such as providing an 1172 for a CAC card if that is required) immediately so there is limited delay in processing the new employee or termination of the former employee.

1.5.5. If the Government notifies the Contractor that the employment or the continued employment of any contract employee is prejudicial to the interests or endangers the security of the United States of America, the Contractor shall take appropriate action to ensure contract performance is accomplished without continued concern. If the Contractor chooses to remove the individual from the worksite, all replacement costs shall be at Contractor expense. This includes security deviations/incidents and credible derogatory information on Contractor personnel during the course of the contract period. The Contractor shall make any changes necessary in the appointments.

1. 5.6. All personnel performing duties in hazardous areas OCONUS shall be included in and insured with a policy covering Defense Base Act (DBA) requirements. In accordance with FAR 52.228-3, DBA insurance for all personnel performing work OCONUS under this contract is required.

1.5.6.1. FAR 52.228-3 - Defense Base Act (DBA) – Upon award, this clause shall require Contractor to provide proof of DBA insurance prior to performance. DBA information and authorized insurance carriers are listed at the U.S. Department of Labor website <http://www.dol.gov/esa/owcp/dlhwc/>. Listed carriers with the designation of DB in the “Acts Covered” column are the only carriers authorized to provide DBA insurance. The policy shall show the words Defense Base Act or DBA and list the contract covered. 52.228-3 (DBA) requires that all subContractors also comply with the Defense Base Act. Failure to provide proof of coverage may result in termination of the contract.

1. 5.6.2. If the expiration date of the DBA insurance policy is before the performance ends, then prior to expiration, the Contractor shall provide a new policy or renewal of existing policy to cover the performance to the ending date of performance.

1. 5.6.3. The Contractor shall keep posted in a conspicuous place in and about its place of business either a typewritten or printed notice on Forms LS-241 (Notice to Employees) or LS-242 (Notice to Employees for Self-Insured Employers). Such notice shall also contain the name and address of the employer representative to whom notice of injury is given, and the carrier, if any, with whom the employer has secured payment of compensation and the date of the expiration of the policy. Posted notice shall be written in the language of the employees. Additional information is available at <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

1.5.6.4. The Contractor shall provide an adequate number of supervisors, PR/CASEVAC/SAR subject matter experts, pilots, air cargo handling specialists, and mechanics to support operational requirements as detailed in this contract.

1.5.6.5. All personnel shall be able to read, speak and write English fluently. French language skills are highly desired, but not required.

1.5.6.6. Pilots performing services under this PWS shall also have demonstrated experience with Search and Rescue (SAR) including the planning, exercising, coordination, and execution of SAR.

1.5.6.7. Personnel involved in the PR aspect of this requirement shall have these minimum qualifications.

1.5.6.8. At least three (3) years' experience in PR, to include Search and Rescue, in both operations and command and control.

1.5.6.9. Demonstrate experience with Joint Personnel Recovery, including the planning, exercising, coordination, and execution of multi-service level PR.

1.5.6.10. Demonstrated experience with SAR including planning, exercising, coordination, and execution of SAR..

1.5.6.11. Demonstrated experience in the coordination of Government PR Forces with Multi-national PR forces, and resolution of conflicts arising between such forces.

1.5.6.12. Demonstrated experience with PR assignments in Tactical and Operation level operation or plans.

1. 6. **Support Operations.**

1.6.1. Maintenance. The Contractor shall perform both scheduled and unscheduled maintenance as required. The Contractor is responsible for providing all parts, delivery, labor, and expertise necessary to complete required maintenance tasks. **The Government may, at its discretion, assist if resources and tie are available.** Maintenance

down-time will be coordinated between the Contractor and the COR. The Contractor shall provide a timetable for scheduled maintenance and an estimated completion time for unscheduled maintenance.

1.6.2. Operational Readiness. **It is the Contractor's responsibility to report to the COR when an aircraft becomes Non Mission Capable (NMC) or Fully Mission Capable (FMC).** Each aircraft is allowed 6 days per month for scheduled/unscheduled maintenance (which equates to an 80% operational readiness rate). Each day the aircraft is NMC after the 6th day, payment will be prorated from the monthly fee. Proration will be calculated by dividing the monthly service rate by the number of days in the month and then multiplying this amount by the number of NMC days. Billable days will be calculated by subtracting the 6 given maintenance days (if applicable) from the actual number of NMC days and then subtracting this total from the number of days in the month. The aircraft shall be FMC for a minimum of 20 days in order to get credit for the 6 paid maintenance days. If an aircraft becomes FMC after 12/noon, no payment for monthly service will be paid for that aircraft for that day unless the Government is able to mission the aircraft before all flying/missions are completed for the day. If any aircraft is not available for an entire month, no monthly service fee for that aircraft will be paid. Any day an aircraft is not FMC for carrier controlled reasons, no monthly service payment will be made for that day. An airframe is not to be considered available unless both the airframe is FMC and the aircrew is available as defined by the FAA or comparable regulations. It is the Contractor's responsibility to report when an aircraft becomes NMC or FMC. If the Contractor's aircraft fleet flies the maximum number of hours a month no deduction will be taken from the monthly rate for any aircraft. If there are extenuating circumstances, the NMC days can be waived on a case-by-case basis by the Contracting Officer.

1.6.3. Cargo Hook, Hoist and Night Vision Goggles (NVG). Per section 1.3.6 of this PWS, all aircraft will be equipped with an operational cargo hook and Night Vision Goggles (NVG) capabilities. The Contractor will maintain an 80% cargo hook readiness rate and NVG readiness rate per month. In the event any of these items becomes inoperable, the aircraft will be listed as NMC on the daily SITREP report and detail cargo hook or NVG inoperability as the reason. Each day the cargo hook or NVG readiness rate per location is below 80%, the daily basing fee for each aircraft with an inoperable hook/NVG capability will be reduced by 20%. If a cargo hook/hoist/NVG becomes FMC after 12/noon, 20% of the basing fee for that aircraft for that day will be deducted unless the Government is able to utilize the cargo hook/NVGs on that aircraft before all flying/missions are completed for the day (see para. 1.7.2. on how mission capability readiness is calculated).

1.6.4. Non-Mission Capable (NMC) Repair Plan. In the event an aircraft becomes NMC, the Contractor is required to submit a repair plan (timeline) outlining the extent of the repairs and when the aircraft will become FMC. This plan should be submitted to the Contracting Office and the COR within 48 hours after the aircraft becomes NMC. Extensions to the 48 hours can be granted on a case by case basis. Deviations from the submitted plan should be closely coordinated with the Contracting Officer and the COR. If the repair plan is approved, and the time for repairs is exceeded, due to Contractor controllable reasons, then the Contractor shall not get paid for the time that exceeds the repair plan agreement.

1.6.5. Blade Hours. Blade hours are calculated to the tenth of an hour from the moment the aircraft takes off or moves under its own power for intended flight at the hub until the aircraft is powered off for any reason, and resumes on subsequent take-off or moves under its own power for intended flight until the aircraft power down at the hub at completion of a mission. Aircraft start-up and spool-down time are not included in blade hour calculations. Aircraft that return to base for Contractor-controlled reasons will only be paid for completed mission legs where the Government was able to move cargo or passengers. Contractor flights not directed by the Government are non-billable (e.g., flights to an offsite maintenance location, or other carrier-internal missions). When entering hours or tenths of hours on form and reports, a zero is entered on either side of the decimal (e.g., 2.0 when entering two full hours of flight time or 0.7 when entering 38 minutes of flight time). Fractional flight hours shall be determined using the following table:

Minutes	Parts of hour
0	0.0
1-6	0.1
7-12	0.2
13-18	0.3

19-24	0.4
25-30	0.5
31-36	0.6
37-42	0.7
43-48	0.8
49-54	0.9
55-60	1.0

1.6.6. **Airspace De-Confliction.** The primary method of airspace de-confliction for the Contractor will be adherence to filed flight plans. This will enable the Government to know where and when contract aviation is flying in order to better ensure safety of both contract and Government aircraft. Unless Contractor aircraft have communications with Landing Zone (LZ) or Pickup Zone (PZ) locations in uncontrolled airspace, the Contractor shall adhere to advisory calls. Upon departure or arrivals at all airfields in uncontrolled airspace, the Contractor shall transmit advisories in accordance with the appropriate Air Traffic Control and broadcast call sign, airfield departing or arriving from, flight level passing, flight level climbing to, and direction of flight. Contract aircraft shall monitor local Air Traffic Control information broadcasts when operating in vicinity of uncontrolled airports that support fixed wing aircraft. Helicopters are required to maintain at or below 500 feet AGL (Above Ground Level) when operating within 10 NM of any operational airport capable of fixed wing arrivals and departures, unless approved by Air Traffic Control (ATC) (tower/approach).

1.6.7. **Authority To Leave Unsafe Aircraft.** According to Section 2640, Chapter 157, 10 US Code, the following determinations shall apply with regard to the authority to leave unsafe aircraft:

1.6.7.1. **Determinations to Leave Unsafe Aircraft:** Air Mobility Command Air Carrier Survey Team members, ramp inspectors, the Military Surface Deployment and Distribution Command (SDDC), or such other agencies as may be designated by the Secretary of Defense (or if there is no such representative reasonably available, the senior officer on-board a contract mission) may order members of the Government to leave a contract mission if the representative (or officer) determines a condition exists on the aircraft which may endanger the safety of the passengers. If serious deficiencies exist, the appropriate Government/USAFRICOM representative will initiate an operational immediate message to the next higher headquarters with a copy to the Contracting Officer. In cases where such deficiencies exist, only the FAA/CAA representative and Contractor have the authority to ground the commercial aircraft in question.

1.6.7.2. The Contractor must be aware that if their helicopter blocks the landing area of a US base (i.e., hard broke), the helicopter may, if mission considerations dictate, be forcibly moved by Government personnel. During movement, it is possible the helicopter may be damaged or destroyed. In these circumstances, the Government will not be financially liable for the loss or damage to the helicopter.

1.6.8. **Recovery.** The Contractor is responsible for recovering disabled, damaged, or destroyed helicopters. The Government may, at its discretion, assist if resources and time are available. Any recoverable cargo will be returned to the Government.

1.6.9. **Replacement Helicopter.** If a helicopter is considered to be a catastrophic loss then a replacement helicopter is required to be repositioned and be operational within 30 days. The 30-day count begins as soon as the original helicopter is identified as a catastrophic loss to the COR or Contracting Officer.

1.6.10. The Contractor will ensure that all mission aircraft are operated by two pilots rated in the type, design, and series for the aircraft being flown. Failure to meet pilot requirements will be calculated into the operational readiness computation as a degraded or NMC aircraft pending COR evaluation and will be calculated into the operational readiness language for the SITREP.

1.6.11. The Contractor is responsible to provide or purchase aviation fuel for helicopter operations at all locations.

1.7. **Passenger Service.**

1.7.1. The actual number of passengers will be determined by cargo, distance, altitude, and temperature at the desired location, but will be no more than 8 passengers per mission leg.

1.7.2. The Government will provide a manifest with the total weight and a passenger count prior to boarding. The Contractor shall not permit any personnel to board the aircraft that are not accounted for. The Government will provide the total weight and passenger count with the appropriate ground personnel at the departure airfield. For informational purposes, eligible passengers could include PNF whose country has signed an Acquisition Cross-Servicing Agreement (ACSA) with the Department of Defense (DoD), Government advisors and our partnered nations personnel, Government personnel suffering from medical emergencies in which life, limb, or eyesight may be lost, Government media and/or U.S./non-U.S. civilian media in support of U.S. DoD operational needs and personnel needing evacuation due to manmade or natural disasters. Local, provincial, and national Government representatives are not authorized to utilize rotary wing services provided under this contract for personal transportation. **The Contractor is ultimately responsible to ensure that all personnel/passengers on the aircraft are authorized to be on the aircraft;** any issues or discrepancies should be immediately addressed to the COR or the Contracting Officer.

1.7.3. The Contractor is ultimately responsible to determine passenger weight and cargo weight. If calibrated scales are not available or feasible, the Contractor may elect to use hand held and portable type scales. If scales are not available, interrogated weights can be used if in compliance with applicable Federal Aviation Regulations.

1.7.4. All aircraft will utilize appropriate aviation restraining devices in order to ensure the safe transport of passengers. This can include seats-out operations with the use of a restraining device (strap) across all individuals. The Contractor is required to provide all aviation life support equipment required to transport all passengers.

1.7.5. Passenger Injury or Death. The Contractor is liable for injury or death to passengers while passengers are being transported by the Contractor and shall maintain insurance coverage as required to cover this liability. The Contractor shall maintain minimum coverage as defined in 14 CFR 205.5.

1.7.6. The Contractor shall be able to conduct PR/CASEVAC/SAR operations back to main basing location in Niger, as required.

1.8. Cargo Service.

1.8.1. The Contractor will deliver cargo from origin to destination. Cargo may consist of CLASS I (Food and Water), CLASS II (General Supplies), CLASS III (Fuel), CLASS IV (Construction Materials), CLASS V (Ammunition—all caliber) CLASS VI (AAFES supplies), CLASS VII (Major End Items), CLASS VIII (Medical Supplies), CLASS IX (Repair Parts), or CLASS X (non-military goods such as humanitarian assistance items). The cargo will be configured for loading inside the cabin of the aircraft or prepared for sling load delivery. The Contractor shall be prepared to accept cargo in either configuration; internal or sling load. Mail will not be moved by sling load. The Contractor will ensure that the aircraft and the pilots are capable of performing sling load operations when tasked to do so by the Government unless there is a safety issue. **The Contractor is ultimately responsible to ensure that all cargo on the aircraft is authorized to be on the aircraft and appropriate transport approvals have been obtained and provided.**

1.8.2. Shipping Document. When requested by Government representatives, the Contractor shall sign inventory documents for the loads they transport. This is to ensure that the same quantity and condition of cargo at origin arrives intact at delivery destination.

1.8.3. The Government will provide manpower to load and unload cargo from the aircraft; however, the Contractor is responsible for advising the Government on positioning the cargo on the aircraft for weight and balance purposes. The Contractor bears the responsibility for weight and balance configuration of the aircraft.

1.8.4. If hazardous material needs movement clearances, the Government will obtain necessary clearances. The Contractor will be notified by the Government prior to loading of any cargo of a hazardous, flammable, or explosive nature and any such cargo shall be properly documented and certified as per applicable military transport standards.

1.8.5. Pilferage and Loss (cargo and baggage). The Contractor shall maintain control of Government and PNF cargo and baggage while conducting air operations. The Contractor is liable to the Government for the cost of any cargo and/or baggage damaged or lost while in possession of the carrier. The terms “damaged or loss” refers to any circumstance where the Government or PNF delivers cargo and/or baggage to the Contractor for transport and the cargo and/or baggage is not ultimately returned to the Government or PNF control in the same condition it was delivered. If loss or damage of cargo and/or baggage does occur, the Contractor is liable for the actual replacement value of the cargo and/or baggage, but not to exceed for baggage \$630 per passenger and not to exceed for cargo \$21 per pound per package. Package is defined as “goods carried in or on a container, pallet or similar article of transport used to consolidate goods, in or on an aircraft. Individual boxes in a container or on a pallet are considered one package for purposes of this definition.” The Contractor may not be liable if the Contractor proves that the destruction, loss of, or damage to, the cargo was due to inherent defect, quality or vice of that cargo, defective packing of that cargo performed by a person other than the Contractor or the Contractor’s agents, or a result of a hostile act as defined in this PWS.

1.8.6. Fire Containment Covers. In accordance with Federal Aviation Administration Airworthiness Directive 93-07-15, fire containment covers (FCCs) shall be placed on all cargo transported in the class B cargo compartment of combination aircraft. This Airworthiness Directive also stipulates for Alternate Compliance exempt certain items from the requirement to be covered by FCCs.

1.8.7. Safety Barriers. All passenger and cargo doors used for on-loading and off-loading of passengers, baggage, and cargo aboard contract aircraft shall be equipped with a safety barrier at chest or waist level. The safety barrier shall be in place when the cabin or cargo door is open except when actually on-loading or off-loading passengers/cargo, or when loading stairs are positioned.

2. SERVICE DELIVERY SUMMARY:

Performance Objective	PWS Paragraph	Performance Threshold
Operational Readiness	1.6.2	Aircraft are available 80% of the month
Cargo Hook Readiness	1.3.6.2 and 1.6.3	Aircraft cargo hooks are operable 80% of the month per location
Hoist	1.3.5.1, 1.3.6.3. and 1.6.3	Aircraft Hoist is operable 80% of the month per location
Night Vision Goggles (NVGs)	1.3.6.1 and 1.6.3	NVGs are operable 80% of the month per location
Contractor shall not allow unauthorized personnel or unauthorized cargo on board	1.7.2. and 1.8.1	100% of Missions Daily

3. REIMBURSABLE SERVICES AND COSTS.

3.1. Reimbursable expenses, listed in the Schedule, shall be identified as separate items and shall be supported by paid receipts. The items noted below are not all inclusive of potential reimbursable expenses but before the Contractor incurs a cost not included in the verbiage below, they should address the feasibility of reimbursement with the Contracting Officer.

3.2. The Government will reimburse the Contractor, at cost, for all airport fees assessed as a result of authorized performance under this contract. Examples of airport fees include landing and parking fees, Euro control fees, and overflight fees. This also includes all costs for aircraft ground handling services at destinations other than the base of operations.

3.3. Any federal transportation taxes that the Contractor is required to pay for performance of this contract shall be added to the Contractor's invoices as a separate item, and the Government shall reimburse the Contractor, at cost, for the amount of such taxes. (Reference Public Law 97-248, Tax Equity and Fiscal Responsibility Act of 1982).

3.4. In the event the Contractor is requested by the Government to care for the passengers during a mission delay or diversion, which is not a Contractor-controllable delay, the Government will reimburse the Contractor, in accordance with the Joint Travel Regulations (JTR) and FAR 31.205-46(a) (2) Travel Costs, during the performance period of this contract for each authorized overnight lodging. Food and lodging arrangements are the Contractor's responsibility. Claims for food/lodging expenses shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

3.5. In the event the Contractor's crew is required to remain overnight at an enroute stop, the Contractor will be reimbursed per diem rates consistent with the Joint Travel Regulations (JTR) and FAR 31.205-46(a) (2) Travel Costs, during the performance period of this contract for each authorized overnight lodging. Food and lodging arrangements are the Contractor's responsibility. Claims for food/lodging expenses shall be supported by paid receipts to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted.

4. GOVERNMENT-FURNISHED PROPERTY AND SERVICES.

4.1. Ramp Space and Hangar Space.

4.1.1. Ramp space will be provided at each bed down location for Contractor aircraft. The Government will provide hangar space when available.

4.2. Utilities.

4.2.1. The Government will provide utilities for office and working space at each hub location. The utilities provided shall be equivalent to those provided to other military and tenant organizations, i.e., no special or unique requirements will be supported. Electricity, water (potable or non-potable), sewer and telephone will be provided at all hubs. Class A lines may not be available at all locations. Internet access and/or e-mail are available at the main basing location in Niger based on requirements and availability.

4.2.2. The Government will provide birthing sufficient to house the contractor personnel. Living conditions will be in line with those of the rest of the personnel at the main operating location.

4.2.3. Meals. The Government will provide meals at the main operating location and forward operating locations on a reimbursable basis to be negotiated separately with the Contractor.

4.3. Flight Planning and Clearances.

4.3.1. The Government will provide current intelligence, threat, and weather briefings to the Contractor relevant to the impending flight plan prior to departure.

4.3.2. The Government shall obtain all necessary country clearances in accordance with host nation regulations. The Government shall also obtain all over-flight and landing clearances in performance of this requirement. Landing fees shall be paid by the Contractor and can be reimbursed with supporting documentation.

4.3.3. The Government shall obtain movement clearances for hazardous material, if required.

4.4. Base and Flight line Transportation.

4.4.1. Base transportation (bus or shuttle) may not be available at all hub locations, but if available the Contractor is authorized to ride on any base transportation.

4.4.2. The Contractor may provide its own flight line (ATV or Gator-like) vehicles upon Government/COR approval and will obey all published regulations, licensing and dispatching requirements regarding vehicle operations.

4.4.3. The Contractor is authorized to own or lease vehicles, subject to approval by the Contracting Officer.

4.5. Loading and Unloading.

4.5.1. The Contractor shall perform all loading and unloading in the absence of Government support, with the exception of external loads for which the Government will furnish personnel, slings, and nets to sling load under helicopter. If Government assistance is provided, the Contractor is still responsible for advising the Government on positioning the cargo on the aircraft for weight and balance purposes. The Contractor bears the full responsibility for weight and balance configuration of the aircraft.

4.6. Maintenance Support Resources.

4.6.1. The Government will provide distilled or clean water for engine rinse and wash at all hubs.

4.6.2. When available the Government will fill the Contractor owned nitrogen containers/tanks at the expense of the Government. Although Nitrogen will be provided by the Government, it may not be available at all hubs (i.e., bottles may need to be transported to another hub for filling).

4.6.3. The Contractor shall provide its own ground auxiliary power unit(s) required for aircraft support.

4.6.4. The COR will coordinate a Memorandum of Understanding between Contractor and the local Aviation Task Force as required for the Government to provide the following:

(1) Access to the service of an overhead crane assembly with a free clearance height of 25 feet and a rated working capacity of at least 3,500 pounds and an operator.

(2) Access to Forklift service and operator. Forklift will have a height range of 18 feet and a lift capacity of 5,000 pounds.

(3) Light sources for nighttime maintenance will be provided as (some FOBs do not allow white light maintenance on the flight line).

(4) Fresh water washing facilities at all operating hubs.

4.6.5. The Government will provide hangar space, when available, and based on prioritization established by the Government. Even if hangar space is initially provided, if the Government informs the Contractor that the aircraft have to be moved to allow other aircraft into that space, the Contractor must immediately comply and move the aircraft supported under this PWS.

4.7. Secure Communications.

4.7.1. The Contractor will be provided access to secure network communications pending verification of appropriate security clearances by the DoD. Secure communications shall include SIPR net access, SVOIP communications and secure radio equipment, as available. This equipment will undergo 100% inventory every 30 days and results shall be submitted to the COR for inspection. The Contractor is responsible for processing and providing all paperwork required by Contractor employees in order to access the noted systems.

4.7.2. Per paragraph 1.2.2 and 1.3.6, the Government will provide SATCOM equipment for use in flight operations.

4.8. Office and Working Space.

4.8.1. If available, the Government will provide office and working space at each hub location. Due to limited office space at some hub airfields, the Contractor may be responsible for providing its own office. In this case the

Contractor shall coordinate with the local functional engineering team to obtain approval for its office/working space structure and receive approval from the Contracting Officer.

4.9. Perimeter Security.

4.9.1. Government personnel, as well as partner forces personnel, shall provide perimeter security when conducting a mission and/or when located at a forward operating site (FOS) where security is a concern. The Contractor is responsible for providing additional facility security if they determine the Government and PNF security is not sufficient or if there are no Government/PNF personnel on the flight and the Contractor makes a determination that security is required.

5. GENERAL INFORMATION.

5.1. Project Manager.

5.1.1. The Contractor will provide a Project Manager (PM) and an alternate PM within his or her company, fluent in written and spoken English, to interface with the Contracting Officer, COR and ACOR on issues concerning performance of the services covered under this PWS. At a minimum, the Contractor shall provide to the Contracting Officer and COR(s) all pertinent contact information for the PM(s), to include: a 24-hour cellular contact number(s), e-mail address, business mailing address, and hours of operation for the respective Project Managers (if more than one is assigned to support this effort).

5.1.2. The Government will assign a Contracting Officer Representative (COR) to oversee and inspect Contractor flight operations to include quarterly familiarization flights on each aircraft and with various crews. See paragraph 5.4.1 of this PWS for authorities and limitations of the COR(s).

5.2. Security (Physical, Personnel, Information, Industrial and Antiterrorism/Force Protection)

5.2.1. General Security Information. The majority of daily work associated with this PWS is at the unclassified level, but Contractor personnel may be required to access SECRET information during performance of this contract. Specific security requirements are identified in the DD Form 254, DoD Contract Security Classification Specification, for this contract.

5.2.2. Citizenship and Clearance Requirements. The Contractor personnel performing services under this contract and requiring classified access shall be citizens of the United States of America. Dual citizens will not be authorized interim or final security clearance determinations. US Citizens who currently have (either expired or active) foreign passports will not be able to obtain or hold interim or final security clearances within DoD. These Contractors who maintain or have in their possession a valid or expired foreign passport are considered dual-citizens and will not be authorized classified material or access. The Contractor and sub-Contractor(s) shall possess the capability to articulate well, speak and write fluently in the English language, and comprehend the English language. Overall, all Contractor personnel shall possess the appropriate personnel security investigation for the position(s) occupied.

5.2.2.1. Personnel Security Clearance. Upon contract award, security clearance applications for all required personnel shall be completed in accordance with DoD 5220.22-M, paragraph 2-100 and instructions received from the cognizant Defense Industrial Security Officer (DISO), Defense Security Service (DSS). All required clearance actions shall be forwarded to the cognizant DISO. Interim clearances will be accepted initially. All other personnel (maintenance, etc.) are required to have a National Agency Check with Inquiries (NACI) or equivalent investigation for non-US companies, in order to be issued a CAC. Non-US companies shall provide a proof of eligibility determination equal to the United States National Agency Check, Law-Check and Credit Check (NACLIC) to obtain Secret Clearances.

5.2.2.2. Security Regulation Compliance. The Contractor shall comply with all security regulations and directives as identified herein and other security requirements in this contract specific to site locations of work.

Department of Defense (DoD) Security Regulation Guidance:

2000.16 (DoD Antiterrorism (AT) Standards)
5200.1-R (DoD Information Security Program)
5200.2-R (DoD Personnel Security Program)
5200.08-R (DoD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DoD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

DoD regulations found at: <http://www.dtic.mil/whs/directives/corres/pub1.html>

5.2.2.3. Facility Security Clearance. This contract requires access to classified information, therefore the company shall have a Facility Security Clearance (FCL). An FCL is an administrative determination that a company is eligible for access to classified information or award of a classified contract. Requirements are defined in the National Industrial Security Program Operating Manual, (NISPOM) DoD 5220.22-M. Contractors shall inform the Contracting Officer of the correct address of any company agency requiring a facility clearance. A DD Form 254 is incorporated into the solicitation/contract.

5.2.3. Asset/Airfield Security Requirements. Asset/airfield security shall be coordinated with the COR. The Contractor shall coordinate security concerns with the COR.

5.2.3.1. The Contractor shall comply with the applicable DoD instructions, regarding Operational, Physical, and Communications Security as well as the Anti-terrorism/Force Protection Programs as described in para 5.2.3.2.

5.2.3.2. Physical Security. The Contractor shall be responsible for safeguarding all Government-furnished equipment issued for use (even on a temporary basis) and information provided for Contractor use. At the close of each work period, all applicable Government facilities, equipment, and materials shall be secured.

5.2.3.3. Authentication Materials. Aircrew members shall require certain authentication documents in order to perform missions. When appropriate, authentication materials and identification friend or foe (IFF)/selective identification feature (SIF) operating instructions shall be made available to flight deck aircrews at military Base Operations and Route Briefing sections provided they present proper identification. Initial issue of these documents shall be as required to cover elapsed time from departure station to destination and return, or to the first enroute station having the capability to provide additional distribution.

5.2.3.4. The Contractor shall ensure Contractor personnel have all required badges, access cards, and clearances.

5.2.3.5. Military Installation Security. While on Government installations or on Government-owned/operated portions of commercial facilities, Contractor personnel shall comply with security regulations promulgated by the Government installation or activity Commander. Security regulations are directive in nature and shall be adhered to by all Contractor personnel.

5.2.3.6. Restricted Area Access. Where regular and frequent entry into restricted areas at a Government installation is required by Contractor personnel for ground handling of aircraft, the Contractor personnel shall meet the requirements established per the DD254. Applications for personnel security investigations shall be made to the appropriate Security Force(s) personnel.

5.2.3.7. USAFRICOM Analysis Office Force Protection (Industrial Security) Points of Contact:

Mr. Alexander Velikoff (or other support staff)

Kelley Barracks

Pleiningerstrasse 289, Bld 3304

Stuttgart-Mohringen, DE 70587

Commercial: 0049-0711-729-5036

Email at alexander.g.velikoff.civ@mail.mil

5.2.4. **Special Qualifications.**

5.2.4.1 Within 30 calendar days after contract award, all employees shall complete Antiterrorism Level I training, as required by DoDI 2000.16. Refresher Antiterrorism Level I training shall be completed and documented annually thereafter. New employees shall complete the Antiterrorism Level I Training within the first 30 calendar days of their employment. The training is provided at <https://atlevel1.dtic.mil/at/>.

5.2.4.2. Operations Security (OPSEC). The Contractor shall be responsible for OPSEC procedures when operating missions for the DoD to include safeguarding critical information. Training shall be provided at the applicable base installation at the time of contract performance. Information such as flight schedules, crew basing, return trips, and other facts about the international mission shall be kept on a need-to-know basis and only communicated to persons who have a need to know this information. Flight crews should be aware of persons who are seeking information about Contractor, flights, etc. DoD missions should be carried out with deliberate restraint so as not to attract attention. Contractor's questions and concerns about OPSEC shall be addressed to the COR or the appropriate Industrial Security representative at the earliest possible opportunity.

5.3. Passports, Visa, Letter of Authorization (LOA) and Common Access Cards (CAC).

5.3.1. Required Documentation: All Contractor personnel supporting Government overseas missions shall have a current and valid passport, visa, Common Access Card (CAC) (if required to perform duties or access facilities), and Letter of Authorization (LOA).

5.3.2. Common Access Cards (CAC): In order for any Contractor personnel to be issued a CAC, he or she shall show proof (through the JPAS system) of having a favorable National Agency Check with Inquiries (NACI). Contractor personnel will be required to have access to the Trusted Agent Sponsorship System (TASS) to process CAC applications. The TASS website is <https://www.dmdc.osd.mil/tass/>. Contractors are required to provide the Contracting Officer or designated Trusted Agent with key personal information such as their name, social security number, date of birth, place of birth and e-mail address in order for a CAC application to be entered into TASS. HQUSAFRICOM will provide the username and password to the respective Contractor employee for submittal of application for CAC after the COR or Trusted Agent has received the noted information from the Contractor personnel. TASS allows Contractors to be issued a CAC from any DEERS office before going overseas.

5.3.2.1. Out-processing of Contractors with CACs. As soon as the Contractor is informed of a Contractor employee who will no longer be working on the contract, they shall relay this information to the contracting office. Contractor personnel no longer working on this contract are required to return their CACs to the contracting office or the COR immediately.

5.4. Key Personnel. Per paragraph 5.1, a Contractor Project Manager shall serve as Contractor's primary point of contact for all matters pertaining to this requirement and shall be responsible for the performance of the work. The Contractor must relay to the Government the name, phone number, and email address of this person, and an alternate who shall act for Contractor when the manager is absent, shall be designated in writing to the Contracting Officer within five (5) days after contract award. The Project Manager or alternate shall have full authority to act for Contractor on all contract matters relating to daily operation of this contract. If the Project Manager is located at the Contractor's home/main location, they shall be allowed two (2) Government-funded visits to Niger every twelve months.

5.4.1. Contracting Officer Representative (COR). The (COR) and/or Alternate COR (ACOR) will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with Contractor concerning technical aspects of the contract; approve invoices for payment; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notify both the Contracting Officer and Contractor of any deficiencies; coordinate availability of Government furnished property; and provide site entry/document processing of Contractor personnel. **In accordance with FAR 1.602-2(d)(5), the COR is not authorized to change any of the terms and conditions**

of the resulting contract or provide direction to the Contractor that is outside of the currently approved/incorporated PWS.

5.4.2. On-site Contractor POC(s): The Contractor must clearly designate who the on-site manager/POC will be and provide all necessary contact information for that individual, as well as an alternate (in case that individual must depart and cannot manage the operations). The On-site POC will be the direct link to the Contractor for the COR and other US Government personnel to address issues/concerns/actions. The Project Manager noted in paragraph 5.4 can also be the on-site POC. During CONOPS brief and flight time: the Contractor shall have a representative available 24/7 to receive CONOPS brief and final mission scheduling.

5.4.3. Identification of Contractor Employees. All Contractor personnel attending meetings, answering Government telephones, and working in other situations where Contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of third parties that they are Government officials. They must also ensure that all documents or reports, or e-mails produced by Contractors are suitably marked as Contractor products so that Contractor participation is appropriately disclosed.

5.5. Quality Control.

5.5.1. The Contractor shall develop and implement a commercial quality control plan (QCP), also called a quality control plan, to ensure safe and reliable air transportation in accordance with Federal Aviation Regulation 133 and 135 and 32 CFR 861 or applicable CAA equivalent, and in accordance with this PWS. The Contractor is responsible for amending or supplementing their quality programs to assure management oversight in austere locations. The Contractor shall report to the COR at least monthly on the effectiveness of the quality control program (Quality Control Report). Changes must be approved by the Contracting Officer and the updated comprehensive written QCP shall be submitted to the Contracting Officer and COR within five (5) working days for review. If the Government finds any inconsistencies with the QCP, the Contractor shall address such inconsistencies within five (5) working days and return the revised QCP to the COR via e-mail.

5.5.2. Quality Assurance. The Government shall evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government will do to ensure that Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s). See Section 2 of the PWS which outlines the Service Delivery Schedule.

5.5.3. Recognized Holidays. None.

5.5.4. Hours of Operation.

5.5.4.1. The Contractor shall be on-call and have the capability to fly missions "24/7", i.e., must be able to operate seven days of the week, 24 hours per day. The Contractor's Project Manager or an alternate shall be available 24/7 via phone contact to coordinate any issues.

5.5.4.2. With that said, each aircraft shall be expected to fly no more than ten (10) hours of flight time per day during day-light and nighttime hours and may be scheduled any day including weekends (see paragraph 1.1.3 and 1.2.1).

5.5. Aircrew Duty Day Requirements.

5.5.1. Crew duty day requirements are governed by Federal Aviation Regulation Part 133 and 135 or applicable CAA regulation.

5.6. Required Reports. The Contractor will provide the following reports to the COR, and Contracting Officer: Daily Situation Report, Daily Log and Daily Sortie Report, Notice of Accidents or Medical Incidents, Hostile Event reports, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled

maintenance. The Contractor shall submit accurate and complete documents to the Government via e-mail. The format of each report shall be coordinated with the COR. All reports shall be provided by the following business day unless otherwise specified.

5.6.1. Daily Situation Report (**CDRL A001**): The daily SITREP will be in a format approved by the Contracting Officer and COR. It will be submitted NLT 0800 local time each morning, and will be the basis for operational readiness (OR) calculations. It must match the daily Sortie Report as reported for NMC/FMC for aircraft status. It will include, at a minimum, the hub location, aircraft registration number, aircraft type, aircraft status, date/time of last status change, cargo hook status, and comment blocks. Mandatory comments include aircraft swaps and spare utilization (if applicable), reason for NMC, and other important notes. The report will also include a forecast status and mission profile for the next day (projected), that includes # of sorties, mission, flight hours, scheduled # of passengers, mail (in pounds), and cargo (in pounds). A larger comment block will be used to communicate estimated repair times or pending scheduled maintenance to notify the Contracting Officer, COR, and Task Authority when the aircraft may be utilized for planning purposes. The SITREP will also list total required versus on-hand personnel for that day by duty description. This report is due NLT 0800 local time each day, with updates as required, to reflect aircraft status changes.

5.6.1.1. Administrative Reporting (**CDRL A002**): The Contractor shall provide the following information to the COR via SITREP: Aircraft Status, Maintenance Flow Chart, Aircraft on Ground (AOG) Tracker, Test, Measurement and Diagnosis Equipment (TDME) Report, and weekly personnel accountability roll up to include billeting locations and upcoming rotations. The Government will utilize the reports for planning purposes to manage the tasking of aircraft prior to scheduled maintenance.

5.6.2. Daily Log (**CDRL A003**): The Contractor will maintain a daily record of all scheduled and completed missions. The log shall be maintained by the Contractor's aircrew for each mission and shall detail the number of passengers moved and/or the internal and external cargo load information for each destination. This log will include entries that will code reasons missions were not performed as scheduled to include (weather, maintenance, threat, safety, etc.) and who authorized the mission cancellation. The controlling Government aviation authority/air component in the Contractor's AOR will provide the Go/No-Go risk assessment format to the Contractor. This form will be filled out prior to every mission and kept on file for 30 days, then transferred to the COR every 30 days or upon receipt/inspection. An assigned/approved Government representative will sign this log upon loading and unloading the aircraft, verifying the cargo was successfully transported. The Contractor shall make these records available to the CO, COR and FAA on a regular basis as determined by the Contracting Officer.

5.6.3. Daily Sortie Report (**CDRL A004**): The Sortie Report will be in a Microsoft Excel format and include, at a minimum, a row entry for each calendar day (one row entry per aircraft), aircraft type, registration number, aircraft status, aircrew names, starting hub, ending location, total passengers carried, cargo carried (in pounds), mail carried (in pounds), flight hours flown, a comment block, fuel added (in gallons), total legs flown, sling loads (if applicable), and all intermediate locations flown. Each row will include all of this information per day whether the aircraft flew or not. The comment block will be used to annotate reasons for not flying or mission abort, (i.e. maintenance, weather, no tasking, etc.). The report will also include cumulative totals, as well as filterable totals by selected date range and additional selectable column filters. This report is due at the end of the mission day.

5.6.4. Notice of Accidents -- DoD Missions (**CDRL A005**): When a Contractor's aircraft is involved in an accident or incident in support of a DoD mission, as defined in 49 CFR, Part 830, the Contractor shall transmit the following information by the most expeditious means available, to the controlling Government aviation authority/air component, the HQ USAFRICOM Development and Distribution Operations Center (ADDOC) and the COR. No later than the next business day, notification shall also be made to the Contracting Officer via e-mail.

ADDOC: AFRICOM Deployment and Distribution Operations Center

e-mail: africom.stuttgart.acj43.list.j435-addoc@mail.mil

DSN: 421-3653

COMM: +49 711 729 3653

The notification shall include:

- (1) Contractor and trip/flight number.

- (2) Aircraft type and number.
- (3) Date and time of the accident.
- (4) Last point of departure and point of intended landing of the aircraft.
- (5) Nature of the accident and the extent of damage to the aircraft so far as is known.
- (6) Total number of crewmembers and passengers on board.
- (7) Number of injured and fatalities aboard the aircraft (provide all pertinent information, if available, to include: full name, Social Security number, etc).
- (8) Condition of baggage or Government-owned material, if any, on board.
- (9) Contractor plan of action for recovery (if applicable).

5.6.4.1. Notice Of Accidents -- All Carrier Operations (**CDRL A006**): When a Contractor's aircraft is involved in any accident, DoD or otherwise, the Contractor shall also transmit the information in paragraph 5.6.4. to HQ AMC/A3B, Scott AFB IL (618) 229-4801. Incidents are reportable to HQ AMC/A3B only when they occur on a DoD charter mission (i.e., moving DoD passengers and/or cargo). Accident and incident information should be provided on the next business day by the most expeditious means available. Accidents and incidents are defined in 49 CFR, Part 830.

5.6.5. Aircraft Medical Incidents (**CDRL A007**): Report all aircraft medical incidents in flight, or while passengers are under the control of the pilot in command, to the first available COR and controlling Government aviation authority/air component, at the next enroute station for in flight incidents, or the station where the incident occurs.

5.6.6. Spotlighting and Hostile Event Reports (**CDRL A008**): Timely threat reporting is essential to safe aircraft operations. In the event a Contractor operating a mission is illuminated or "spotlighted," or is fired upon in the air or on the ground, the crew shall note the date, time, and approximate area from which the event originated. All incidents, including any hostile action (potential or realized) directed at the aircraft, shall be reported immediately to the cognizant air traffic control agency. Additionally, upon landing, at the first Government location, the crew shall notify the base operations center of the occurrence. The Contractor shall also notify the COR immediately of any information regarding a threat to an aircraft, or of any attempts to elicit information from the crew on their mission or cargo.

5.6.7. DoD Casualties (**CDRL A009**). In cases where a death occurs on a Contractor's aircraft, a copy of the following passenger information shall be furnished to the Government and Contracting Officer: Name, Social Security Account Number (SSAN), and component or agency of service identified as Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, and Coast Guard-USCG.

The same information shall be furnished by telephone to the deceased passenger's correct component or agency of service; Army-USA, Air Force-USAF, Navy-USN, Marine Corps-USMC, and Coast Guard-USCG. The following is a list of phone numbers for service casualty offices:

- (1) Army: (800) 626-3317
- (2) Navy and Coast Guard: (800) 368-3202
- (3) Marine Corps: (800) 847-1597
- (4) Air Force: (800) 433-0048

5.6.8. Contract Management Reporting (CMR) (**CDRL A010**). The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where Contractor shall report ALL Contractor manpower required for performance of this contract. The Contractor shall completely fill in all the information in the format at the following web address: <https://cmra.army.mil/Login.aspx>. Confirmation of completion due NLT 30 days after date of award, with updates as required, to reflect any personnel changes.

5.6.9. Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (**CDRL A011**). Upon award and IAW FAR 52.225-19 Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission outside the United States, the Contractor is required to register Contractor personnel on the SPOT website at <https://spot.dmdc.mil/>.

REPORTING DELIVERABLES				
PARAGRAPH NUMBER	REPORT TITLE	QUANTITY	SUBMIT TO	DUE DATE FREQUENCY
5.6.1.	Daily Situation Report CDRL A001	1 ea.	COR	0800 daily
5.6.1.1.	Administrative Reporting CDRL A002	2 ea.	KO, COR	Weekly
5.6.2.	Daily Log CDRL A003	1 ea.	COR	30 days or upon receipt/inspection.
5.6.3.	Daily Sortie Report CDRL A004	1 ea.	COR	End of each mission day.
5.6.4.	Notice of Accidents -- DoD Missions CDRL A005	2 ea.	KO, COR	As required
5.6.4.1.	Notice Of Accidents -- All Carrier Operations CDRL A006	2 ea.	KO, COR	As required
5.6.5.	Aircraft Medical Incidents CDRL A007	2 ea.	KO, COR	As required
5.6.6.	Spotlighting and Hostile Event Reports CDRL A008	2 ea.	KO, COR	As required
5.6.7.	DoD Casualties CDRL A009	2 ea.	KO, COR	As required
5.6.8.	Contract Management Reporting (CMR) proof of registration CDRL A010	1ea	KO	30 days after date of award, with updates as required, to reflect any personnel changes.
5.6.9.	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States CDRL A011	1 ea	KO	30 days after date of award, with updates as required, to reflect any personnel changes.
5.8.1.	Deposition Plan CDRL A012	2 ea.	COR/KO	As required

5.6.10. Wide Area Work Flow (WAWF). Electronic Submission of Payment Requests (reference D clause 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports) shall be inputted via WAWF at the following website: <https://wawf.eb.mil/>. The Government will utilize Wide Area Work-Flow (WAWF) as the electronic method to receive payment requests and process payments via electronic funds transfer (see Section G of

the contract). Prior to contract award, the successful offeror shall be registered in the System for Award Management and ensure access/registration in WAWF for invoicing.

5.6.11. Contractor Performance Assessment Reporting System (CPARS). Contractor's performance of this requirement shall be reported to Contractor Performance Assessment Reporting System (CPARS). Information regarding CPARS can be found at <http://www.cpars.csd.disa.mil/cparsmain.htm>.

5.7. Post Award Conference(s).

5.7.1. The Contractor shall attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. At a minimum, the Contracting Officer, Contracting Officer's Representative (COR), and other Government personnel will conduct telephone conferences quarterly with the Contractor to review contract performance and discuss any issues. At these meetings, the Contracting Officer will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

5.8. Mobilization /Demobilization Period.

5.8.1 During the mobilization period, the Contractor shall become familiar with performance requirements and establish presence on-site in order to commence full performance of services on the contract date on which Contractor shall be fully mission capable within 60 days after the contract award date. Demobilization will begin immediately after that last day of the current period of performance unless the Contractor has been notified that the Government intends to exercise an option or extend services. Demobilization plan will be provided prior to performing demobilization (CDRL A012). Demobilization of all personnel, aircraft and other assets must occur IAW Government-approved demobilization plan.

6. DEFINITIONS AND ACRONYMS.

6.1. DEFINITIONS

6.1.1. Contractor. A supplier awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

6.1.2. Contracting Officer (KO). A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

6.1.3. Contracting Officer's Representative (COR). An employee of the Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. **This individual does NOT have authority to change the terms and conditions of the contract.**

6.1.4. Defective Service. A service output that does not meet the standard of performance associated with the Performance Work Statement.

6.1.5. Deliverable. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

6.1.6. Fully Mission Capable (FMC). Helicopters are fully operational and capable of executing missions to include the ability of sling load. This shall also include hoisting and NVG ops. Helicopters operating at a limited capacity, without one of these capabilities, or cannot operate then it will be classified as Non-Mission Capable (NMC).

6.1.7. Key Personnel. Contractor personnel that are required to execute the PWS. This would include, but is not limited to: the Project Manager, pilots and aircrew.

6.1.8. Physical Security. Actions that prevent the loss or damage of Government property.

6.1.9. Quality Assurance. The Government procedures to verify that services being performed by Contractor are performed according to acceptable standards.

6.1.10. Quality Assurance Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

6.1.11. Quality Control. All necessary measures taken by Contractor to assure that the quality of an end product or service shall meet contract requirements.

6.1.12. Scheduled Maintenance. Periodic prescribed inspections or servicing of aircraft or equipment, accomplished on a calendar, mileage, or flight-hours basis to ensure the aircraft is safe and fully operational to execute missions.

6.1.13. Unscheduled Maintenance. Maintenance that is not scheduled but is required to correct deficiencies and to restore the helicopter or equipment to a serviceable condition.

6.1.14. U.S. Government. An agency, organization or individual employed by the United States Government, see 5 U.S. Code § 4101 - Definitions.

6.1.15. WORK DAY. The number of hours per day Contractor provides services in accordance with the contract.

6.1.16. Work Week. Sunday through Saturday.

6.2. ACRONYMS

ACOR	Alternate Contracting Officer's Representative
AOR	Area of Responsibility
CFR	Code of Federal Regulations
COR	Contracting Officer Representative
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FMC	Fully Mission Capable
FOS	Forward Operating Site
GPS	Global Positioning System
ICAO	International Civil Aviation Organization
JTR	Joint Travel Regulations
KO	Contracting Officer
NMC	Non-Mission Capable
NVG	Night Vision Goggles
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
POC	Point of Contact
PR	Personnel Recovery
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
QC	Quality Control

QCP
SAR

Quality Control Program
Search and Rescue

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
30 dys. ADC	1	AFRICOM ANALYSIS OFFICE ARLIT NIGER FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
60 dys. ADC	1	AFRICOM ANALYSIS OFFICE ARLIT NIGER FOB: Destination	

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
31 dys. ADC	6	AFRICOM ANALYSIS OFFICE ARLIT NIGER FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
60 dys. ADC	6	AFRICOM ANALYSIS OFFICE ARLIT NIGER FOB: Destination	

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

**SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

<u>Attachment</u>	<u>Document Name</u>	<u>Date</u>	<u>Number of Page</u>
Attachment 1	Aircraft Identification	11 July 2016	1
Attachment 2	DD-254 DoD Contract Security Classification	11 July 2016	2
Attachment 3	Offeror Information Sheet	11 July 2016	1
Attachment 4	Basic Eligibility and Carrier Flag Status	11 July 2016	1
Attachment 5	Past Performance Questionnaire	11 July 2016	4
Attachment 6	Non-US Vendor Vetting Worksheet	11 July 2016	2
Attachment 7	Pre-Award Surveys (3)	11 July 2016	7
Attachment 8	Index of Government Furnished Property (GFP)	11 July 2016	1

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The following have been modified:

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2015)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____ .

[Offeror to identify the applicable paragraphs at (c) through (p) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, (___) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [___] is, [___] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [___] is, [___] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ -.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it (___) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

—

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [___] is, [___] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [___] is, [___] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ___ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (___) has, (___) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (___) has, (___) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (___) has developed and has on file, (___) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (___) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
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---	---

—	—
---	---

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
---	---
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---	---

[List as necessary]

(4) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal

or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[___] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (___) does (___) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(___) TIN: -----.

(___) TIN has been applied for.

(___) TIN is not required because:

(___) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(___) Offeror is an agency or instrumentality of a foreign government;

(___) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(___) Sole proprietorship;

(___) Partnership;

(___) Corporate entity (not tax-exempt);

(___) Corporate entity (tax-exempt);

(___) Government entity (Federal, State, or local);

(___) Foreign government;

(___) International organization per 26 CFR 1.6049-4;

(___) Other -----.

(5) Common parent.

(___) Offeror is not owned or controlled by a common parent;

(___) Name and TIN of common parent:

Name - ___ .

TIN - ___ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates ``has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

(Do not use a ``doing business as" name)

Is the immediate owner owned or controlled by another entity:

[] Yes or [] No.

(3) If the Offeror indicates ``yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

(Do not use a ``doing business as" name)

(End of Provision)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

CLAUSE(S) 52.212-1 - 52.212-1 ADDENDUM

Paragraph (b) of FAR 52.212-1 entitled "Submission of Offers" is deleted in its entirety and replaced with paragraph (b), "Submission of Offers" below.

Paragraph (b), Submission of Offers.

- (1) Formal communications, such as requests for clarification, questions and/or written information concerning this solicitation should be submitted in writing no later than **6:00 p.m. Central European Time on 31 July 2016** to Julian Rhooms, E-Mail: julian.d.rhooms.mil@mail.mil and Allison Stridh allison.p.stridh.civ@mail.mil

The request should be in the following format:

Reference: Section ____, Page ____, Paragraph ____

Question: _____.

Written questions will be answered in writing and provided to all offerors via a posting to FedBizOps. However, due to the time required to research a question and provide an answer, questions received less than 10 calendar days prior to the due date of offers specified in this solicitation may not be answered. Solicitation changes will be made via amendment and posted to FedBizOps.

Proposals must be submitted electronically via e-mail to Allison Stridh allison.p.stridh.civ@mail.mil (Ensure the attachments do not exceed 24MB per e-mail) on or before **14 August 2016, 6:00 p.m. Central European Time**

Proposal Submission:

All proposals MUST be submitted as electronic documents (PDF format is preferred)—no hard copy proposals will be accepted. Individual electronic files CANNOT exceed 24MB to ensure transmittal via/to the military network, but the Offeror can send/upload as many 24MB e-mail files as necessary to complete their proposal submittal.

Page size required is 8.5 by 11 inches with 1 inch margins. Paragraphs shall be single spaced. Minimum font size/style 10 point Times New Roman font for Text, Tables, and Graphics. Tables and graphics may be landscape; all other text must be portrait. – Text and graphics portions of the electronic copies shall be in a format readable by Microsoft (MS) Office 2000, MS Word 2000. Data submitted in spreadsheet format shall be readable by MS Office 2000, MS Excel 2000. All Price information shall be in files separate from Technical Approach, Experience, Management Approach, and Past Performance.

If the Offeror uses a different format (font size, margin, etc.), the government reserves the right to adjust the proposal to fit the parameters of the format as stated in the RFP, and if this results in the proposal exceeding the page limitations in any one area, the government will not consider those excess pages. Any and all pricing information shall only appear in the Business Proposal.

- (i) **All Offerors shall submit two (2) complete proposal packages:** one (1) non-redacted proposal package and one (1) redacted proposal package. The redacted proposal is identical to the non-redacted proposal except for removal/exclusion of any/all company-related references. If any discrepancies between the two proposals exist, final evaluation will be based on the non-

redacted version

- (a) Part I – Basic Eligibility
- (b) Part II – Technical (Submit two copies - redacted and non-redacted)
- (c) Part III – Past Performance (Submit two copies - redacted and non-redacted)
- (d) Part IV – Pricing Proposal (Submit two copies - redacted and non-redacted)

NOTE: Instructions for submitting Parts I through IV are as follows:

- (I) Basic Eligibility. Provide the following information to determine basic eligibility for this requirement. Responses to this factor shall be provided in Attachment 4, Request for Proposal Basic Eligibility and Carrier Flag Status Sheet.
 - a. Respond with a Yes or No answer to the question that you are the entity that will operate the proposed aircraft.
 - b. Respond with a Yes or No answer that you are listed on the Commercial Airlift Review Board (CARB) approved DOD air carrier listing for the aircraft type offered.
 - c. Verify with a Yes or No answer that you have operated at least 12 months of prior equivalent service for aircraft type offered.
 - d. Identify whether your firm operates as a US Flag air carrier or a Foreign Flag air carrier. Business Proposal. Offerors shall submit all documents requiring signature or completion by the offeror. Each offeror shall complete applicable fill-ins and signatures and submit the original documents listed below and complete Attachment 3. An authorized official of the firm shall sign the offer and all certifications requiring original signature.
 - e. Solicitation/Contract Form. Offerors shall complete blocks 12, 17a, and 30 a, b, and c of the SF 1449. Signature by the offeror on the SF 1449 constitutes an offer, which the Government may accept. Block 17b – if remittance address is different, such address must be registered in the System for Award Management (SAM) database, <https://www.sam.gov/portal/public/SAM/>.
 - f. Acknowledgement of Solicitation Amendments (if any).
 - g. Company/Division Address, Identifying Codes, and Applicable Designations. Provide company/division's street address, county and facility code; CAGE code; DUNS code; SCAC code and size of business (large or small). Company contact information to include names, email addresses, and phone numbers must be provided with the written proposal.
 - h. A signed list of individuals who are authorized to negotiate and sign on behalf of the company.
 - i. Representations and Certifications may be submitted online using SAM at <https://www.sam.gov> OR may be submitted manually and included in the Technical Proposal IAW FAR 52.212-3.
 - j. Provide the approximate number of individuals anticipated to perform under this contract who will be located in Niger and will require a Synchronized Pre-deployment & Operational Tracker (SPOT) Letter of Authorization (LOA).

- k. Provide certification in accordance with FAR 52.222-56 – Certification Regarding Trafficking in Persons Compliance Plan.
- l. Contractor shall submit the completed Pre-Award Surveys to illustrate the Offerors' financial capability, the adequacy of the prospective Offerors' accounting system, and the ability to deliver the required service in accordance with the contract (Prospective Contractor- General, Prospective Contractor Financial Capability, and Contractor Accounting System).
- m. Completed DD 254 DoD Contract Security Classification.
- n. A Quality Control Plan that specifies the methodology that will be used to ensure safe and reliable air transportation in accordance with Federal Aviation Regulation 133 and 135 and 32 CFR 861 or applicable CAA equivalent, and in accordance with the PWS. The Quality Control Plan will outline the types, methods, and frequency of all inspections conducted by the contractor and validated by the COR; and the corrective action
- (II) Technical. Technical Proposals shall address the following subfactors:
- (a) Subfactor 1 – Technical/Management Approach: (No more than 10 Pages, not including Key Personnel resumes)
Describe the techniques, procedures and program for achieving the objectives identified in the Performance Work Statement (PWS) and to convey the Offeror's understanding of the required procedures, processes, and missions of managing RW operations in remote and austere locations to include the following:
- The Offeror shall describe an overall workload management plan for this requirement. The plan shall include a discussion as to how the Offeror will ensure meet mission capable rates are met (e.g., what internal performance metrics used), the parts/maintenance/refurbishment process, and intended work force structure to meet the requirements.
 - The Offeror shall describe its staffing plan. Outline its depth of personnel possessing the required Secret security clearance that would be available for assignment to meet the requirement(s) under the PWS, and briefly address in an organization/team chart the capabilities and experience of each individual relating to the requirement. The Offeror shall describe Personnel Security policies and procedures that will ensure all proposed personnel for this effort possess the required security clearances as specified in the DD Form 254. In addition, the Offeror shall describe the extent to which those procedures will ensure rapid replacement of individuals, should the need arise during the performance period.
 - The Offeror shall submit resumes for the Key Personnel. Resumes must include the task assignment/role for the individual. Resumes are limited to two (2) pages for each person proposed and shall describe the individual's specific experience as it relates to the requirement of the PWS. The resume shall also identify all formal education (e.g., college, training courses, military, etc.), the dates attended, and degrees or certifications earned applicable to the individual's intended role. The offerors shall also affirm that the proposed personnel have a current security clearance (if applicable to the position) and the dates of the last approval/verification. The offeror must ensure each resume contains the following disclosure statement and signature: "I consent to the disclosure of my resume (or other personal data) for evaluation purposes regarding solicitation number **H92276-16-R-0001, Non-Standard Rotary Wing Air Support, North and West Africa Region.**
 - The Offeror shall describe a Mobilization Plan that explains the method for

ensuring the right personnel and assets are in place to begin performance on within the stated mobilization time period.

- (b) Subfactor 2 – FAA Certification Documentation: (No Page Limit) Submit copies of the following:
- (1) Current 14 CFR Part 133 Operating Certificate and current FAA letter of authority for each aircraft or similar type aircraft designated to operate under the 14 CFR Part 133 Operating Certificate.
 - (2) 14 CFR Part 135 Operating Certificate and current 14 CFR Part 135 Operations specifications (Sections A and D). Each aircraft offered or a similar type aircraft should be listed in Section D of the Operations Specification (as applicable). If you are operating under a foreign flag, provide the equivalent CAA certifications.
 - (3) For US Flag carriers, provide Flight Standards District Office (FSDO) location, as well as, the point of contact to include phone number and E-Mail address for the FSDO Manager, Aviation Safety Inspector, Principal Maintenance Inspector (PMI) and Principal Operations Inspector (POI). Each aircraft offered should be listed in Attachment 1, Type of Aircraft Chart.
- (c) Subfactor 3 – Proof of Aircraft Ownership: (No Page Limit) Provide proof of ownership, a signed lease agreement or purchase agreement, or other agreement between the parties expressing intent to lease or purchase/sell aircraft that is binding upon both parties if a contract is awarded to the offeror. Examples might include a letter of intent to sell or purchase aircraft, or an option to lease or purchase. Options to lease or purchase shall include a right of first refusal exercisable by the offeror. The submitted documentation must provide adequate assurance to the Government that each proposed aircraft will be available for the contract period of performance, should the Government make an award to the offeror.
- (d) Subfactor 4 – Aircraft Type: (No Page Limit) Provide requested information for each proposed aircraft as detailed in Attachment 1, Aircraft Identification Table. If the aircraft has been modified, provide the description of the Supplemental Type Certificate approved by the FAA or CAA and what, if any, additional capabilities are achieved with the modification. Provide any other relative supporting documentation or explanation clearly demonstrating how the capabilities of the proposed aircraft can meet or exceed the minimum requirements of the PWS.
- (e) Subfactor 5 – Operational Date: (No Page Limit) Submit confirmation that two (2) aircraft will be operational and ready to conduct missions in **Niger 60 days** after date of Award.
- (III) Past Performance Information per 5652.215-9008 Past Performance Data (2008) Section L
- (a) Offerors shall identify past or current contracts with Federal, State, and local governments and private industry for efforts similar to the effort require by this solicitation. Offerors may identify up to 3 contracts. Applicable information for each contract shall include the following:
 - Contract Title
 - Prime Contract #
 - Federal Supply Code
 - Description
 - Award Amount
 - Total Contract Value

Contract Type
Award Date
Government Contact Point
Phone Number of Contact
Deliver Date/ Period of Performance
Place of Performance
Key Subcontractors
Amount of Overrun/ under run (if any)
Reason for overrun/under run

Offerors are encouraged to provide information on problems encountered on contracts and the offeror's corrective actions.

Offerors shall state in their proposal if relevant performance history is not available.

(b) Past Performance Questionnaires (PPQs). The Government will evaluate the quality and extent of the offeror's past performance deemed relevant to the requirements of this RFP. The Government reserves the right to use information submitted by the offeror and other sources, such as the other Government offices and commercial sources to assess performance. The offeror shall send out a PPQ (Attachment 5, Past Performance Questionnaire) for each contract reference identified. The responsibility to send out the PPQs rests solely with the offeror; whereas, it shall not be delegated to any other entity. Once the questionnaires are completed, the information therein shall be considered sensitive and shall not be released to you, the offeror. The PPQs shall be sent directly to the Government from the respondent via email. Completed PPQs are requested to be received in the issuing office by 9:00 EDT on **12 August 2016**. Please note that this date precedes the proposal due date.

Even though the assessment of Past Performance is separate and distinct from the Determination of Responsibility required by FAR Part 9, past performance information contained herein may be used to support the Determination of Responsibility for a successful awardee.

(IV) Pricing Proposal

Offerors shall insert its proposed pricing for each Contract Line Item Number (CLIN) in the spaces provided in the Standard Form (SF) 1449 CONTINUATION SHEET. Offerors are required to fill in the UNIT PRICE for all CLINs, with the exception of the Reimbursable Fuel and Reimbursable Non-Recurring CLINs.

****OFFERS SHALL BE SUBMITTED IN U.S. DOLLARS****

The Offeror shall prepare a detailed price proposal for each period of performance. Pricing shall include all anticipated costs to fully perform all objectives as stated in the solicitation including option year pricing.

The following is the CLIN structure the Government will use for fulfillment of this requirement. It is provided as a reference for Offerors to develop price proposals.

CLIN 0001: Mobilization. The Offeror will provide a "lump sum" fixed price to mobilize two aircraft and all support required in/to Niger, Africa. The amount for this CLIN will not be paid until both aircraft are operational in Africa.

CLINs 0002, 1002, 2002: Monthly Fixed Operation Costs. The Offeror will provide a composite fixed monthly price to provide rotary wing air transport services for two aircraft in Niger, Africa 24 hours per day, 7 days per week IAW the PWS.

CLINs 0003, 1003, 2003: Blade Hours. Blade hours are calculated from the moment rails are off the ground at the hub until the rails touch the ground at the hub at completion of a mission. The flights not directed by the Government are non-billable, e.g., flight to return to the Contractor's home base. The Offeror will provide a composite flying hour price for rotary-wing services. The per-blade hour price will be fixed. Only flying hours in direct support of this contract IAW PWS para 1.1.2 shall be invoiced.

CLINs 0004, 1004, 2004: Monthly Reimbursable Costs. The Offeror will be reimbursed for all services and costs listed in PWS Para 3.2 – 3.4 For the purposes of the cost proposal, the Offeror should insert a “plug in value” of \$10,000.00 per month as an estimate for reimbursables during the respective contract periods of performance. If this value is not input, the Government shall input it.

CLINs 0005, 1005, 2005: Travel. The Offeror will be reimbursed for travel related costs listed in PWS Para 3.5 – 3.6 - travel shall be conducted IAW FAR 31.205-46 and the Joint Travel Regulations, and approved by the Government Contracting Officer. For the purposes of the cost proposal, the Offeror should insert a “plug in value” of \$10,000.00 per month as an estimate for reimbursables during the respective contract periods of performance.

Note—for clarification: claims for all reimbursables shall be supported by paid receipts and other documentation to the maximum extent possible. In the event paid receipts cannot be furnished, other documentation must be submitted, such as a DD250 or other proof of acceptance/delivery. The COR will validate the necessity of all purchases prior to the Contracting Officer approving such purchases for payment. For all fuel—equitable price adjustment claims for reimbursement, the Offeror, if awarded the contract, must ensure that documentation showing that the COR or other approved Government personnel has approved the fuel delivery/purchase is necessary

CLIN 0006 Demobilization. The contractor will provide a “lump sum” fixed price to demobilize two aircraft and all support required out of Niger, Africa.

Paragraph (c) of FAR 52.212-1 entitled “Period of acceptance of offers” is tailored to read: “The offeror agrees to hold the prices in its offer firm until 7 October 2016.”

Paragraph (e) of FAR 52.212-1 entitled “Multiple Offers” is tailored to read: “The government will not consider multiple offers presenting alternate terms and conditions for satisfying the requirements of this solicitation.”

Paragraph (g) of FAR 52.212-1 entitled “Contract award (not applicable to Invitation for Bids).” is tailored to read: “The Government intends to evaluate offers and award contracts without discussions with offerors. Therefore, the offerors initial offer should contain the offerors most favorable terms and reflect its best possible performance potential. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

Paragraph (h) of FAR 52.212-1 entitled, “Multiple awards” is tailored to read: “The Government intends to award one (1) contract as a result of this solicitation. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.”

Paragraph (7) to FAR 52.212-1 Paragraph (l), Debriefing is added:

- (7) Debriefings may be provided in writing, orally, or in person, at the Government's discretion.
(End of Addendum)

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

- (a) Award of the contract(s) resulting from this solicitation will be made to the offeror whose proposal is the lowest price technically acceptable offer. Offers must be technically acceptable based on the factors below to be eligible for award.

Factors and sub-factors for evaluation in descending order of importance.

(1) PAST PERFORMANCE

(2) TECHNICAL

- SUBFACTOR 1: Mobilization Plan
- SUBFACTOR 2: Plan and manage RW air operations in remote locations with austere services
- SUBFACTOR 3: Maintain a supply chain to service aircraft and air operations in remote locations with austere services.
- SUBFACTOR 4: Key Personnel resumes
- SUBFACTOR 5: Overall workload management plan
- SUBFACTOR 6: Staffing plan
- SUBFACTOR 7: Conduct RW forward-area refueling point (FARP) operations
- SUBFACTOR 8: Conduct RW aerial resupply operations
- SUBFACTOR 9: Conduct RW air operations at night with Night Vision Goggles (NVG)

(3) BASIC ELIGIBILITY

(3A) SUBFACTOR 1 - TECHNICAL/MANAGEMENT APPROACH

(3B) SUBFACTOR 2 – FAA CERTIFICATION DOCUMENTATION

(3C) SUBFACTOR 3 – PROOF OF AIRCRAFT OWNERSHIP

(3D) SUBFACTOR 4 – AIRCRAFT TYPE

(3E) SUBFACTOR 5 – OPERATIONAL DATE

(4) PRICE

The Government will conduct a Lowest Price Technically Acceptable (LPTA) source selection IAW FAR Part 15.101-2, with the objective of selecting the offeror that represents the best value to the Government meeting or exceeding the acceptability standards for non-cost factors.

First, the Government will evaluate all offerors' Past Performance as described in paragraph (1) below. Only offerors meeting the past performance requirements will be further considered using the Technical evaluation criteria outlined in paragraph (2) below.

(1) PAST PERFORMANCE: Past performance will be evaluated in accordance with paragraphs 1 – 6 below. Offerors shall identify past or current contracts with Federal, State, and local governments and private industry for efforts similar to the effort required by this solicitation. Offerors may identify up to three (3) contracts. The Government will use the list provided by the offeror in accordance with 5652.215-9008 "Past Performance Data," along with other available information to determine the offeror's risk of performance with regard to past performance. The evaluation will take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors that will perform major or critical aspects of the

requirement when such information is relevant to the effort required by this solicitation. When an offeror has no record of relevant past performance, or for whom past performance information is not available, that offeror shall be given a neutral rating which will not be considered as either a favorable or unfavorable past performance record. Using the Past Performance Questionnaires submitted by the offeror's Points of Contact and other information independently obtained from Government or commercial sources, the Government will assign an overall Confidence Assessment Rating to each offeror.

Past Performance is significantly more important than cost or price.

1. The Government will first determine the recency of each past performance effort being evaluated. To be considered recent, the effort must be currently on-going or have been completed within three (3) years of the solicitation close date. Past performance information submitted which exceeds the three (3) year limitation will not be considered.
2. The Government will then determine the relevancy of each effort. The following definitions will be utilized to determine the relevancy of each past performance effort:

RATING	DESCRIPTION
<u>Very Relevant</u>	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
<u>Relevant</u>	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
<u>Somewhat Relevant</u>	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
<u>Not Relevant</u>	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

3. After the Government has determined the recency and relevancy of each past performance effort being evaluated, one of the following overall Past Performance Confidence Assessment Ratings will be assigned to each offeror:

RATING	DESCRIPTION
<u>Substantial Confidence</u>	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
<u>Satisfactory Confidence</u>	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
<u>Limited Confidence</u>	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
<u>No Confidence</u>	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

<u>Unknown Confidence (Neutral)</u>	No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
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4. In evaluating past performance, the Government will give greater consideration to information on those contracts deemed most relevant to the effort described in this solicitation.
5. In addition to past performance information submitted by the offeror, past performance information may be obtained from any other sources available to the Government, to include, but not limited to: Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), other databases, interviews with Program Managers, Contracting Officers, and Fee Determining Officials and information obtained from the Defense Contract Management Agency.
6. Offerors are cautioned to submit sufficient information in the format specified in FAR 52.212-1. Offerors may be asked to clarify certain aspects of their proposal (e.g., relevance of past performance information). Offerors will be provided an opportunity to address any adverse past performance information not previously addressed. Adverse past performance is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comments received from sources without a formal rating system.

(2) TECHNICAL: The Government will evaluate the Technical proposals at the subfactor level with each subfactor assigned a rating of “Acceptable” or “Unacceptable” as defined below. (An overall factor-level rating will not be assigned). Technically unacceptable offers will not be considered for award. The offeror’s proposed technical approach must clearly describe the techniques, procedures, and programs required for meeting the requirement. Simply restating the requirement will result in an unacceptable rating.

RATING	DEFINITION
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

1. SUBFACTOR 1 – TECHNICAL/MANAGEMENT APPROACH: To be rated acceptable, offerors shall demonstrate:
 1. Mobilization plan
 - A Plan of Action and Milestones (POAM) outlining ability to mobilize equipment, personnel and services to the operational site and deliver an initial operating capability (IOC) within 60 days of award. IOC is defined as all personnel, airframes, and equipment are on site and operational. Services are in place for procurement and delivery of fuel, fluids, supplies, and repair parts.
 2. Plan and manage RW air operations in remote locations with austere services.
 - Ability to reach full operational capability (FOC) within 30 days of IOC. FOC is defined as understanding the operational framework, integrating with the military staff on site, testing, training, and exercising the full range of RW capabilities and systems. FOC validation will be conducted by the conduct of a full mission profile exercise with an after action review and approval by the local commander for normal operations.
 - Maintaining a supply chain to service aircraft and air operations in remote locations with austere services providing a detailed plan for the establishment of a supply chain network that is responsive to the demands of remote aviation operations that includes vendors, delivery methods, timelines, and a stocking plan.
 3. Key Personnel resumes

- Project Manager with a Bachelor's degree and a minimum of 10 years of experience managing projects in the \$5-\$15M range; Site Manager with the technical and operational skills necessary to plan and execute RW operations and previous experience in the U.S. military at the grade of O-4 or higher with commensurate professional military education is required. Prior experience in U.S. Special Operations and experience in Africa or Southwest Asia is desired.
4. Overall workload management plan
 - How mission capable rates are met, the parts/maintenance/refurbishment process, and intended workforce structure
 5. Staffing Plan
 - Contractor personnel security policies and procedures that will ensure all proposed personnel possess the required security clearances; policies and procedures for medical screening and preparation of all personnel; rotation plan to demonstrate the ability to maintain qualified personnel at the operational location; an organization chart that shows the capabilities and experience of each individual
 6. Conduct RW forward-area refueling point (FARP) operations
 - Forward area refueling plan that describes safety, staging, sustainment, and a plan to operate away from home station for up to two weeks at a time; FARP plans meet standards as set forth in applicable US Army Regulations.
 7. Conduct RW aerial resupply operations
 - Delivery of resupply bundles up to 500 lbs. each from a hover; aerial resupply plan meets or exceeds planning and safety standards as described in applicable US Army Regulations.
 8. Conduct RW air operations at night with Night Vision Goggles (NVG)
 - Ability to employ NVGs for night operations in remote and low visibility austere environments; equipment maintenance and sustainment, crew qualification/proficiency standards, and crew resource management during night/NVG operations is addressed; plans will meet or exceed applicable US Army Regulation guidance.
2. SUBFACTOR 2 - FAA CERTIFICATION DOCUMENTATION: To be rated acceptable, the offeror's FAA or CAA Certification Documentation must be current and complete demonstrating their ability to comply with the FAA or CAA requirements of this solicitation. The proposed aircraft must be on the offeror's OPS Spec at the time of proposal submission.
 3. SUBFACTOR 3 – PROOF OF AIRCRAFT OWNERSHIP: To be rated acceptable, the offeror must provide proof they own the aircraft, or in the case of a lease agreement, the offeror's signed agreement for each aircraft must be current, binding upon both parties, and demonstrate their ability to provide aircraft available for the contract period of performance.
 4. SUBFACTOR 4 – AIRCRAFT TYPE: To be rated acceptable, Aircraft Identification Table must be properly completed on Attachment 2 and any aircraft modifications adequately detailed.
 5. SUBFACTOR 5 – OPERATIONAL DATE: To be rated acceptable, the offeror must submit confirmation that two (2) aircraft will be operational and ready to conduct missions in Niger upon 60 days after date of award.

(3) BASIC ELIGIBILITY: Prior to any price evaluation, all proposals will be evaluated to determine eligibility for additional consideration based on their answers to questions in the following three areas **(in section L paragraph (I) a through c) and submission of all required documentation d through n:**

1. Aircraft Operator: In order to be considered for an award, an offeror must provide an answer of "Yes" as to whether it is the entity that will operate the aircraft, and this answer must be consistent with other documentation submitted with the proposal.

2. Commercial Airlift Review Board (CARB) Approval: An offeror must also provide an answer of “Yes” as to whether it is listed on the most current Approved DOD Air Carrier List. Offeror must be DoD CARB approved at time of proposal submission. An answer of “yes” will be verified with the Air Mobility Command (AMC) which maintains the list. In the event of a discrepancy between the response provided by the offeror and the AMC Approved DOD Air Carrier List, precedence will be given to the Approved DOD Air Carrier List.
3. 12 Months Prior Equivalent Service: An offeror must provide an answer of “Yes” as to whether it has 12 months of prior equivalent service. The Government may obtain a determination from the CARB regarding the offeror’s response. In the event of a discrepancy between the response provided by the offeror and the CARB determination, the CARB’s decision will take precedence.

Any offeror providing a response of “No” to any of the three basic eligibility questions will be eliminated from further consideration. In addition, any offeror providing a response of “Yes” to any of the three basic eligibility questions which the Government determines to be incorrect will be eliminated from further consideration.

(4) PRICE: The Government will determine whether the proposed unit prices for all CLINs are fair and reasonable. The fair and reasonable determination will be accomplished by conducting a price analysis using one or more of the techniques set forth in FAR 15.404-1(b). Additionally, the Contracting Officer will conduct a price realism analysis only on the flight hour CLINs. The Contracting Officer will fully document the price evaluation.

4. The total amount for each CLIN will be determined by multiplying the total quantity identified in the SF 1449 CONTINUATION SHEET by the proposed unit price for each CLIN. Consistent with FAR 52.217-8, Option to Extend Services, the 6-month extension will be evaluated using the UNIT PRICES included in the last option CLINs. The TEP for each offeror will be the summation of the total amount for each CLIN plus the 6-month extension. In addition to the proposed unit prices, the Government will determine whether the proposed TEP for each offeror is fair and reasonable.
5. Adequate price competition is expected; therefore, certified cost or pricing data will not be requested. However, should the Contracting Officer make a determination during the evaluation process that adequate price competition does not exist, other than certified cost or pricing information may be requested for evaluation purposes along with comparing proposed prices to other commercial prices paid or historical data to assist in negotiations and/or the price reasonableness determination.

(b) Options: The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer’s specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

Lowest Priced Technically Acceptable Evaluation Approach: All offers meeting the past performance requirements will be further considered using Lowest Priced Technically Acceptable method:

1. First, proposals shall be ranked according to price.
2. Next, the lowest priced proposal will be evaluated for technical acceptability. All Technical subfactors will be evaluated on an Acceptable/Unacceptable basis. If the lowest priced proposal is found technically

acceptable, then an award will be made to that firm and no other proposals will be evaluated.

3. If the lowest priced proposal is not technically acceptable, then the next lowest proposal will be evaluated.

(End of Provision)

(End of Summary of Changes)